

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRUDENTIAL EQUITY GROUP, LLC,

Plaintiff,

v.

THOMAS R. AJAMIE, AJAMIE, LLP, ROBERT
WEISS, ROBERT H. WEISS & ASSOCIATES,
LLP, JOHN MOSCOW, BRIAN ROSNER,
ROSNER NAPIERALA LLP, DAVID
ROBBINS, KAUFMANN FEINDER YAMIN
GILDIN & ROBBINS, LLP, WALLACE
SHOWMAN, BERNSTEIN LITOWITZ
BERGER & GROSSMANN LLP, ROBERT
KRAUS, KRAUS & ZUCHLEWSKI LLP,
MARTIN KROLL, KROLL, MOSS & KROLL
LLP, JOHN DOES 1-25, and ABC
CORPORATIONS 1-25,

Defendants.

07-CV-5606 (JSR)

**DECLARATION OF BRIAN
ROSNER IN CONNECTION
WITH PRUDENTIAL'S
MOTION FOR PAYMENT OF
ATTORNEYS' FEES**

I, Brian Rosner, an attorney duly admitted to practice before this Court, declare under penalty of perjury under the laws of the United States of America, that the following is true and correct:

1. I am a partner with the law firm of Rosner & Napierala, LLP (the "Firm"), a claimant to the funds interpleaded in this action. I submit this declaration in connection with Prudential Equity Group's ("PEG") motion, under 28 U.S.C. §§ 1335 and 2361, for an award of attorneys' fees, costs and disbursements incurred in connection with the commencement and prosecution of this action.

2. While it does not directly pertain to PEG's motion, I would like to take this opportunity to explain, in brief, the origin and basis of the Firm's claim in this action. In March

2005, Ajamie LLP retained the Firm, which was then known as Rosner Moscow & Napierala, LLP, to assist in the representation of members of the Sahni family and the Sahni family trusts ("Sahni") in a securities arbitration, *Sahni v. Prudential Equity Group*, Docket No. 2002-010156, pending before the New York Stock Exchange.

3. In order to induce us to assist in the representation of Sahni, Ajamie LLP agreed to share with the Firm the counsel fees that would be awarded if Sahni prevailed in the arbitration. The specific details of the agreement between Ajamie LLP and this Firm are set forth in a March 1, 2006 letter from Thomas Ajamie, Esq. to me, annexed hereto as Exhibit A, which provides in pertinent part, as follows:

My understanding of the agreement between Ajamie LLP and Rosner, Moscow & Napierala, LLP is as follows: should there be a recovery, one-third of the recovery will be applied to counsel's fees, including out-of-pocket costs. Of this one-third, out-of-pocket costs will be reimbursed first. Of any remaining amounts, RMNLLP will receive 10% of the first \$1,000,000, 15% of the second \$1,000,000 and 25% of any amount above \$2,000,000.


4. This Firm played a primary and critical role in preparing and representing Sahni in the arbitration: it devoted a significant amount of attorney, paralegal and staff time to reviewing pre- and post-arbitration documents, interviewing and preparing witnesses, developing and implementing a case strategy, and representing Sahni at the arbitration hearing. Sahni consented to and accepted the benefits of this Firm's representation. A substantial amount of the services our Firm provided were performed by John Moscow, Esq., but solely in his capacity as an attorney of this Firm. Mr. Moscow was with this Firm through December 31, 2006, by which time the Sahni arbitration award had been made and confirmed by the New York Supreme Court.

5. We intend to file a responsive pleading to the Complaint, which shall set forth, in full, the Firm's position as to the funds interpleaded. In the meantime, we do not oppose PEG's pending motion for an order awarding it attorneys' fees, costs and disbursements incurred in

connection with bringing this action. We do, however, agree with the position advanced by Robert H. Weiss, Esq. and Robert H. Weiss Associates, LLP, as set forth in the Declaration of Richard M. Maltz previously filed in this action, that Mr. Ajamie and Ajamie LLP should be solely responsible for paying such fees, costs and disbursements.

Dated: July 17, 2007
New York, New York

Respectfully submitted,



Brian Rosner

A

AJAMIE
LLP

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Thomas R. Ajamie
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249.01

March 1, 2006

**By Facsimile and
First Class Mail**

Brian Rosner
Rosner, Moscow & Napierala, LLP
26 Broadway - 22nd Floor
New York, New York 10004-1808

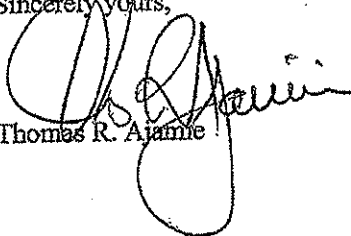
Re: *Sahni, et al. v. Prudential Equity Group, Inc.*
NYSE Docket No.: 2002-010156

Dear Brian:

My understanding of the agreement between Ajamie LLP and Rosner, Moscow & Napierala, LLP is as follows: should there be a recovery, one-third of the recovery will be applied to counsel's fees including out-of-pocket costs. Of this one-third, out-of-pocket costs will be reimbursed first. Of any remaining amounts, RMNLPP will receive 10% of the first \$1,000,000, 15% of the second \$1,000,000, and 25% of any amount above \$2,000,000.

Having agreed to this, if you do not believe that this agreement will fairly compensate your law firm for its work, I am willing to amend the agreement to address your concerns. I value your work on this matter, and want to make sure that your firm is compensated fairly.

Sincerely yours,


Thomas R. Ajamie

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